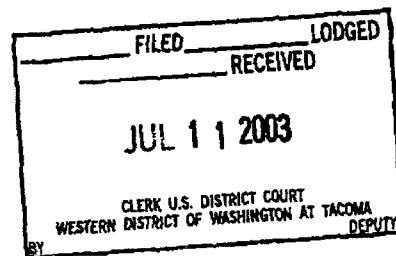


1 THE HONORABLE J. KELLY ARNOLD
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7
 8 UNITED STATES DISTRICT COURT
 9 WESTERN DISTRICT OF WASHINGTON
 10 AT TACOMA

11 KIMBERLY KENNEDY (aka Gorton),
 12 individually and in her capacity as Personal
 13 Representative of the Estate of JAY D. (J.D.)
 14 KENNEDY, and as guardian for her children,
 15 KEITH TEUFEL and TERA TEUFEL,

16 Plaintiffs,

17 v.

18 CLARK COUNTY, a municipal corporation
 19 and political subdivision of the State of
 20 Washington; THE CITY OF RIDGEFIELD, a
 21 municipal corporation; NOEL SHIELDS,
 22 CATHY DORIOT, CINDY GULL and JOHN
 23 DOES 1-10; MICHAEL THOMAS BURNS
 24 (aka HUMPHREY); ANGELA BURNS and
 25 MATTHEW JAMES BURNS, husband and
 26 wife,

Defendants.

NO. C01-5631 JKA

ORDER APPROVING MINOR
 SETTLEMENTS

27 THIS MATTER having come on regularly before the undersigned judge of the above-
 28 entitled Court upon Petitioners' petition for approval of the minor settlement, pursuant to SPR
 29 98.16W, the Court having reviewed and considered the petitioners' petition, the report of
 30 Daniel M. Albertson, the settlement Guardian Ad Litem for the minor children and the
 31

ORDER APPROVING MINOR SETTLEMENTS - 1 of 5
 [1232157 v7.doc]

LAW OFFICES
 GORDON, THOMAS, HONEYWELL, MALANCA,
 PETERSON & DAHEIM LLP
 1201 PACIFIC AVENUE, SUITE 2100
 POST OFFICE BOX 1157
 TACOMA, WASHINGTON 98401-1157
 (253) 620-6500 • FACSIMILE (253) 620-6585

ORIGINAL

EXHIBIT A

records and files herein, and the Court finding that the request for approval should be granted.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. That the settlements on behalf of Tara N. Teufel and Keith T. Teufel with
2. Clark County are hereby approved. The allocation of the settlement as between plaintiffs is
3. approved.

4. 2. The Court further approves payment of minor settlements as
5. follows:

6. **Tara N. Teufel:**

7. a. **Up Front Payment.**

8. Defendants will make an upfront payment for the benefit of
9. Tara N. Teufel in the amount of \$72,452.60

10. b. **Future Periodic Payments.**

11. In addition to the upfront payment the following
12. periodic payments will be made in the future for
13. the benefit of Tara N. Teufel:

	Guaranteed Payout
Age 21 \$20,000 paid 1/19/2010	\$20,000.00
Age 25 \$30,000 paid 1/19/2014	\$30,000.00
Age 30 \$40,000 paid 1/19/2019	\$40,000.00
Age 35 \$56,503.35 paid 1/19/2024	\$58,354.40

1 Keith T. Teufel:

2 **a. Up Front Payment.**

3 Defendants will make an upfront payment for the benefit of
4 Keith T. Teufel in the amount of \$72,452.60.

5 **b. Future Periodic Payments.**

6 In addition to the upfront payment the following
7 periodic payments will be made in the future for
the benefit of Keith T. Teufel:

		Guaranteed Payout
10	Age 21 \$25,000 paid 1/18/2012	\$25,000.00
11	Age 25 \$30,000 paid 1/18/2016	\$30,000.00
12	Age 30 \$40,000 paid 1/18/2021	\$40,000.00
13	Age 35 \$65,227 paid 1/18/2026	\$68,859.62

17 3. That Defendants may make a "qualified assignment" of their obligation to
18 make the aforesaid future periodic payments to Allstate Assignment Company (Assignee).
19 Plaintiffs consent to this assignment and accept such obligation as a direct obligation of
20 Allstate Assignment Company and in substitution of the obligation to Defendants. It is
21 understood and agreed that Allstate Assignment Company will fund the obligation to make
22 future periodic payments by purchasing an annuity from Allstate Life Insurance Company,
23 rated A+ (Superior) by A.M. Best (See exhibits A & B). It is further understood and agreed
24
25
26

ORDER APPROVING MINOR SETTLEMENTS - 3 of 5
[1232157 v7.doc]

LAW OFFICES
GORDON, THOMAS, HONEYWELL, MALANCA,
PETERSON & DAHEIM LLP
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POST OFFICE BOX 1157
TACOMA, WASHINGTON 98401-1157
(253) 620-0500 • FAX (253) 620-0568

1 that Allstate Life Insurance Company will issue a Statement of Guarantee, guaranteeing
2 Allstate Assignment Company with respect to the obligation assumed.

3 4. That Gordon, Thomas, Honeywell, Malanca, Peterson & Daheim, LLP shall be
4 authorized to disburse the up-front settlement funds as follows:

5	(a) To Daniel M. Albertson for Guardian 6 Ad Litem fees in this case	\$675.00
7	(b) To Gordon, Thomas, Honeywell, Malanca 8 Peterson Daheim, LLP for litigation costs 9 incurred in handling the case of Tara N. Teufel	\$10,624.97
10	(c) To Gordon, Thomas, Honeywell, Malanca, 11 Peterson & Daheim for litigation costs incurred in handling the case of Keith T. Teufel	\$10,624.97
12	(d) To Gordon, Thomas, Honeywell, Malanca, 13 Peterson & Daheim for attorneys fees 14 incurred in handling the case on behalf of 15 Tara N. Teufel	\$48,000.00
16	(e) To Gordon, Thomas, Honeywell, Malanca, 17 Peterson & Daheim for attorneys fees incurred in handling the case on behalf of 18 Keith T. Teufel	\$48,000.00
19	(f) To the Paulson for litigation costs incurred in handling the case of 20 Tara N. Teufel	\$1827.61
21	(g) To the Paulson firm for litigation costs 22 incurred in handling the case of Keith T. Teufel	\$1827.61
23	(h) To the Paulson Firm for attorney fees, 24 incurred in handling the case on behalf of 25 Tara N. Teufel	\$12,000.00

26 ORDER APPROVING MINOR SETTLEMENTS - 4 of 5
[1232157 v7.doc]

LAW OFFICES
GORDON, THOMAS, HONEYWELL, MALANCA,
PETERSON & DAHEIM LLP
1201 PACIFIC AVENUE, SUITE 2100
POST OFFICE BOX 1157
TACOMA, WASHINGTON 98401-1157
(253) 820-8500 - FACSIMILE (253) 820-6585

(i) To the Paulson Firm for attorney fees, incurred in handling the case on behalf of Keith T. Teufel \$12,000.00

5. That Kimberly Kennedy as Guardian pursuant to Title IV of the Revised Code of Washington shall be authorized to sign all appropriate documentation to put the settlements into place as described herein.

6. That Daniel M. Albertson shall retained as Guardian Ad Litem and that his services shall be engaged in the result of a settlement or judgment against the City of Ridgefield and/or Noel Shields.

7. That, if any funds are paid into the registry of the Court, the clerk shall endorse the check for such funds over to the trust account at Gordon, Thomas, Honeywell, Malanca, Peterson & Daheim LLP for disbursement as forth in this order.

Date this _____ day of July, 2003.

THE HONORABLE J. KELLY ARNOLD

11

11

Presented by:

GORDON, THOMAS, HONEYWELL,
MALANCA, PETERSON & DAHEIM, L.P.

By

~~John R. Connelly, Jr., WSBA No. 12183
Lincoln C. Beauregard, WSBA No. 32878
Attorney for Plaintiffs~~

ORDER APPROVING MINOR SETTLEMENTS - 5 of 5
[1232157 v7.doc]

LAW OFFICES
GORDON, THOMAS, HONEYWELL, MALANCA,
PETERSON & DAHEIM LLP
1201 PACIFIC AVENUE, SUITE 2100
POST OFFICE BOX 1157
TACOMA, WASHINGTON 98401-1157
(253) 620-8500 • FACSIMILE (253) 620-8565

STRUCTURED SETTLEMENT PROPOSAL

Case Name : TERA TUEFEL
Purchase Date : 09/03/2006
Today's Date : 08/03/2006

GUARANTEED BENEFITS	EXPECTED BENEFITS
--------------------------------	------------------------------

BENEFITS FOR: TERA TUEFEL
FEMALE, AGE 18, DATE OF BIRTH 01/19/1989

Beginning At Age 18 (01/19/2007), \$465.00 payable monthly for 17 years certain only. Last guaranteed payment is due 12/19/2023.

94,860.00	94,860.00
-----------	-----------

At Age 35 (01/19/2024), a lump sum of \$100,000.00.

100,000.00	100,000.00
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Annuity Subtotal

194,860.00	194,860.00
-------------------	-------------------

Total Proposal

194,860.00	194,860.00
-------------------	-------------------

STRUCTURED SETTLEMENT COST: \$100,000.00

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA
RATED A+ (SUPERIOR) BY A.M. BEST

RATE OF RETURN: 5.56%
(ALL PAYMENTS ARE INCOME TAX FREE)

This proposal is valid for consideration for 7 calendar days from Today's Date' listed at the top of this page. This is neither a contract nor an offer to contract.

ML/Y/IL/7/20/2000
 ARC0029MU3 998

- Page 1 -

SS General

EXHIBIT B

STRUCTURED SETTLEMENT PROPOSAL

Case Name : KEITH TUEFEL
Purchase Date : 09/01/2006
Today's Date : 08/03/2006

GUARANTEED BENEFITS	EXPECTED BENEFITS
--------------------------------	------------------------------

BENEFITS FOR: KEITH TUEFEL
MALE, AGE 16, DATE OF BIRTH 01/18/1991

Beginning At Age 18 (01/18/2009), \$562.00 payable monthly for 17 years certain only. Last guaranteed payment is due 12/18/2025.

114,648.00 114,648.00

At Age 35 (01/18/2026), a lump sum of \$100,000.00.

100,000.00 100,000.00

Annuity Subtotal

214,648.00 214,648.00

Total Proposal

214,648.00 214,648.00

STRUCTURED SETTLEMENT COST: \$100,000.00

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA
RATED A+ (SUPERIOR) BY A.M. BEST

RATE OF RETURN: 5.65%
(ALL PAYMENTS ARE INCOME TAX FREE)

This proposal is valid for consideration for 7 calendar days from 'Today's Date' listed at the top of this page. This is neither a contract nor an offer to contract.

ML/Y/IL/7/20/2000
 ARC0029MU3 998

- Page 1 -

SS General

EXHIBIT C



The Prudential Insurance Company of America
200 Wood Avenue, South
Iselin, NJ 088330

GUARANTEE

WHEREAS, THE PRUDENTIAL INSURANCE COMPANY OF AMERICA ("Prudential") is a New Jersey insurance company; and

WHEREAS, PRUDENTIAL ASSIGNED SETTLEMENT SERVICES CORPORATION ("PASSCorp"), a Prudential company, exists to service the needs of the structured settlement annuity market by assuming third party payment obligations to injured parties ("Claimants") pursuant to assignment agreements qualified under Section 130 of the Internal Revenue Code of 1986, as amended (the "Assignments"); and

WHEREAS, in entering into said Assignments, PASSCorp purchases annuity contracts from Prudential; and

WHEREAS, Prudential desires to facilitate such structured settlement arrangements;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, receipt of which is hereby acknowledged, Prudential hereby agrees as follows:

1. Prudential hereby unconditionally guarantees the payment obligations of PASSCorp to Claimants under any Assignment which PASSCorp enters into on or after the date hereof and in connection with which PASSCorp purchases annuity contracts from Prudential to fund the payment of PASSCorp's obligations under such Assignments.
2. Prudential agrees that if PASSCorp should fail to make any payment under an Assignment, Prudential will make such payment promptly after receipt of a written notice of PASSCorp's default.
3. This Guarantee will not obligate Prudential to guarantee or maintain the capital and/or surplus of PASSCorp at any level.
4. No policyholder or creditor of PASSCorp nor any other person, other than a Claimant or his or her properly designated beneficiary or estate to which PASSCorp is required to make payment(s) under the Assignments, will be entitled to any benefit or other right by virtue of this Guarantee.
5. Neither the bankruptcy, insolvency, nor reorganization of PASSCorp will affect this Guarantee. All outstanding Assignments of PASSCorp may be transferred (by agreement, consolidation, merger or otherwise) to another entity controlled by Prudential and this Guarantee will be simultaneously amended to substitute such transferee entity for PASSCorp hereunder.
6. Prudential reserves the right to revoke this guarantee upon 7 days written notice to PASSCorp; provided, however, that any such revocation will not affect Prudential's guarantee obligations under Assignments entered into by PASSCorp prior to the effective date of such revocation.
7. This Guarantee is binding upon the successors and assigns of Prudential and will be governed by and construed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, The Prudential Insurance Company of America has caused this Guarantee to be signed in its corporate name by a corporate officer as of May 22, 1996, and amended as of October 31, 2001.

THE PRUDENTIAL INSURANCE COMPANY

By:

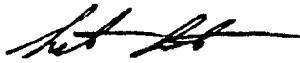

Name: Scott G. Sleyster
Title: Senior Vice President

EXHIBIT D

Prudential Financial

Group Affiliation: Prudential of America Group
Address: 213 Washington Street
Newark NJ 07102-2992
Phone: 973-802-6000

Domicile: NJ
NAIC Number: 68241
Year Established: 1873
Company Type: Stock

Ratings

A.M. Best Company(Best's Rating, 15 ratings)
 Standard & Poor's(Financial Strength, 20 ratings)
 Moody's(Financial Strength, 21 ratings)
 Fitch Ratings(Financial Strength, 24 ratings)
 Comdex(Percentile in Rated Companies)

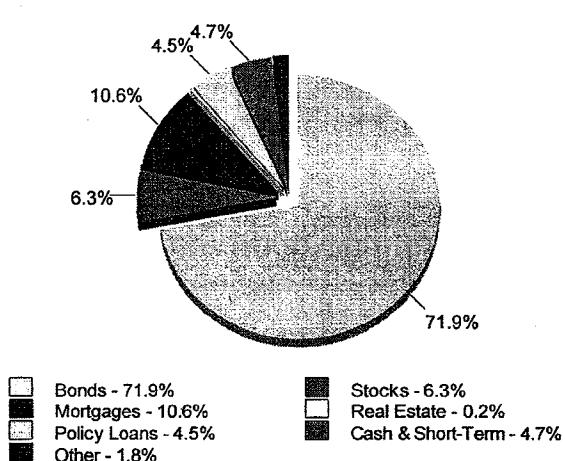
A+ (2)
 AA- (4)
 Aa3 (4)
 AA (3)
 91

Assets & Liabilities

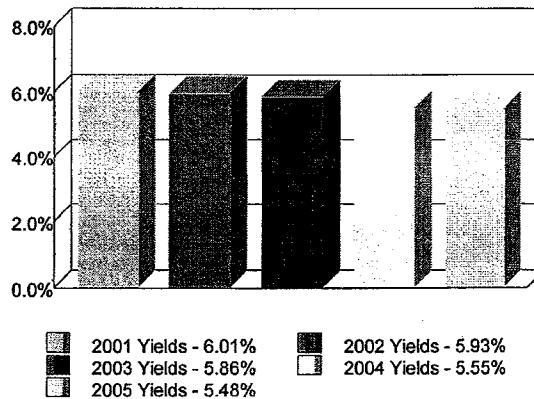
Total Admitted Assets	221,916,063
Total Liabilities	214,850,817
Separate Accounts	77,465,478
Total Surplus & AVR	9,273,336
As % of General Account Assets	6.4%

Invested Assets

Total Invested Assets 139,841,150



Investment Yields

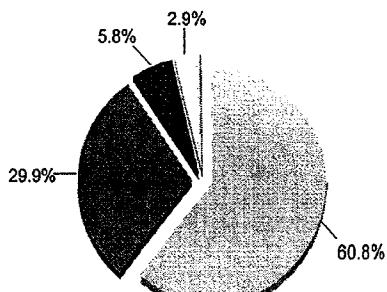


5 Year Average 5.77%

Non-Performing Assets

Bonds In or Near Default	1.3%
Problem Mortgages	0.1%
Real Estate Acquired by Foreclosure	0.0%
Total Non-Performing Assets/Surplus & AVR	1.4%
As a Percent of Invested Assets	0.1%

Bond Quality



Income & Earnings

Total Income	22,313,812
Net Premiums Written	16,510,348
Earnings Before Dividends and Taxes	2,062,382
Net Operating Earnings	1,845,465

Class 1 Highest - 60.8%	Class 2 Higher - 29.9%
Class 3 Medium - 5.8%	Class 4 Low - 2.9%
Class 5 Lower - 0.6%	Class 6 In or Near Default - 0.1%

Data for Year-End 2005 from the life insurance companies' statutory annual statements. All dollar amounts are in thousands. All ratings shown are current as of June 15, 2006.

Presented by: Ringler Associates, Inc., National Marketing Office, 1900 L Street, NW, Suite 608, Washington, DC 20036 Phone: (202) 785-3911 Fax: (202) 785-3941 Email: marketing@ringlerassociates.com